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RESTRICTIVE COVENANTS
BEECH GROVE ACRES
Glenburn, Maine

KNOW ALL MEN BY THESE PRESENTS, THAT WE, ALTON L. CARLOW AND EVELYN R. DOUGLAS, owners of property depicted on Plan of Beech Grove Acres, dated July 29, 1985, recorded in Penobscot Registry of Deeds in C-69-85, being more particularly described in deed from George E. Skillin and Elizabeth P. Skillin to Alton L. Carlow and Evelyn R. Douglas, as joint tenants, dated August 2, 1978, recorded in the Penobscot Registry of Deeds in Volume 2894, Page 293, and a portion of the premises described in deed from George E. Skillin and Elizabeth P. Skillin to Alton L. Carlow and Evelyn R. Douglas, as joint tenants, dated April 18, 1983 and recorded in the Penobscot Registry of Deeds in Volume 3616, Page 351, do hereby establish the following covenants and restrictions which shall apply to all lots within said Beech Grove Acres and which said covenants and restrictions shall run with the land.

Purpose of Covenants and Restrictions

The purpose of these covenants and restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

Enforcement of Restrictions

These restrictions shall operate as covenants running with the land for the benefit of any and all persons who now may own, or who may hereafter own, property in Beech Grove Acres, and such persons are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them from any violation thereof.

Alton L. Carlow and Evelyn R. Douglas, their heirs or assigns, shall not be held responsible for the enforcement of any of the provisions contained within this declaration. Neither shall Alton L. Carlow and Evelyn R. Douglas, their heirs or assigns, be held liable for any damages recovered as a result of a proceeding either at law or in equity against violators of any provisions contained within this declaration.

Each of the following covenants and restrictions shall be construed as an independent covenant, so that in the event any one or more of said covenants or restrictions shall be invalidated by decree of any court, enforceability of the remainder of said covenants and restrictions shall in no way be affected thereby and shall remain in full force and effect.

None of the following covenants and restrictions shall operate to impair or diminish the lien of a bona fide mortgagee existing upon any lot or lots in Beech Grove Acres at the time of the breach of said covenant and restriction.

Covenants and Restrictions

1. No building shall be erected on any lot in Beech Grove Acres other than a single family dwelling house, together with a garage; such dwelling house shall contain at least nine hundred sixty (960) square feet of enclosed living area; and the exterior of the dwelling and garage and the grading of said lot shall be completed within one year from the date of initial excavation.

1. No building on any lot in Beech Grove Acres shall be erected upon said lot unless it shall be at least fifty (50) feet front yard set back from the sideline of the street upon which it fronts and at least twenty (20) feet from any side line or rear line of the lot; on corner lots the front yard set back shall only apply to the street which is used for the mailing address of said premises.

In the event, and only in the event, that the common owner or owners of adjacent lots shall construct a single family dwelling or garage within twenty (20) feet of any common side line or rear line of said adjacent lots, then the foregoing set back restrictions shall apply only to the exterior perimeter boundary lines of said adjacent lots as if said adjacent lots were a single lot, and only one single family dwelling and garage shall be maintained upon the combined adjacent lots.

2. No sign of any kind excepting "for sale" signs, shall be erected or permitted to remain on any lot other than a U.S. Mail Box name plate, except as approved in writing by Alton L. Carlow and Evelyn R. Douglas, their heirs or assigns, or by a majority of the lot owners of said Beech Grove Acres.

3. No mobile home or unregistered motor vehicles shall be kept or maintained on any of the lots of Beech Grove Acres.

4. No animals of any kind may be bred or boarded on any lot in Beech Grove Acres, provided however, that nothing in this paragraph shall be construed as to prohibit the maintenance of common household pets, meaning cats or dogs only, limited to no more than two dogs and two cats per lot owner.

5. No lot shown on said plan of Beech Grove Acres may be subdivided for purposes of rent, lease or sale, and no part of any lot less than the whole shall be rented, leased or sold.

6. In the event of fire or other casualty to any building located on any lot in Beech Grove Acres, the same shall be promptly rebuilt or all debris shall be removed and the premises restored to a sightly or safe condition with reasonable promptness.

7. The lots shown upon said plan of Beech Grove Acres shall not be used for any commercial activity.

8. No sheathing paper or asphalt type sheathing shall be used for outside finish on any building erected upon any of the lots shown on said plan of Beech Grove Acres.

9. All owners of lots in Beech Grove Acres subdivision are expected to keep and maintain their yards and lawns and the outside of all buildings located thereon in an orderly condition.

10. All buildings located in Beech Grove Acres Subdivision shall be constructed and maintained in accordance with the minimum standards in effect at the time of construction of the Housing and Urban Department, Farmers Home Administration, and all ordinances of the Town of Glenburn.

11. All owners of lots in Beech Grove Acres Subdivision are to keep and maintain the iron pins located at the four corners of each lot.

IN WITNESS WHEREOF, the said Alton L. Carlow and Evelyn R. Douglas hereto set their hands and seals this first day of October, A.D. 1965.

